



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

FOURTH NAT. BANK OF MONTGOMERY, ALA. v. BRAGG.

March 18, 1920.

[102 S. E. 649.]

1. Carriers (§ 59*)—Transfer of Bill of Lading Vests Title in Transferee.—A bona fide assignment or transfer of a bill of lading vests in the assignee or transferee the title of the shipper to the goods covered by the bill.

[Ed. Note.—For other cases, see 2 Va. W. Va. Enc. Dig. 677.]

2. Carriers (§ 59*)—Bank Taking Assignment of Bill of Lading and Paying Draft Acquires Title.—Where a bank takes an assignment of a bill of lading and pays the accompanying draft of the shipper for the value of the goods, the bank thereby becomes a bona fide holder, and no attachable interest in the goods or the proceeds remains in the shipper.

[Ed. Note.—For other cases, see 16 Va.-W. Va. Enc. Dig. 246.]

3. Banks and Banking (§ 127*)—Draft Accompanied by Bill of Lading Deposited as Cash without Agreement Passes Title.—Where a draft accompanied by a bill of lading is deposited as cash and placed to the depositor's credit without any agreement to the contrary, the bank acquires title both under the law of Virginia and under that of Alabama.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 263; 14 Va.-W. Va. Enc. Dig. 144.]

4. Banks and Banking (§ 127*)—Title to Draft Deposited in State in Which Drawn Governed by Law of That State.—Where a draft drawn in Alabama on a party in Virginia was deposited by the drawer in an Alabama bank, the bank's title to the draft and its proceeds were governed by the law of Alabama.

5. Trial (§ 136 (4)*)—Foreign Laws a Question of Fact, but Interpretation a Question of Law.—The question of what is the law of another state is one of fact, but the interpretation of a foreign statute or judicial decision is a question of law.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 239, 240.]

6. Courts (§ 108*)—Decisions of Another State May Be Looked to in Interpreting Decisions in Evidence.—While a foreign judicial

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

decision, not introduced in evidence, may not be resorted to as evidence, it may be looked to as an authoritative statement of legal principles for the guidance of the court in the interpretation of the decisions which were introduced in evidence.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 239.]

7. Banks and Banking (§ 127*)—Title to Draft Deposited Not Affected by Recourse on Depositor.—A bank's title to a draft deposited as cash and placed to the credit of the depositor is not affected by the bank's right of recourse on the depositor, if the drawee fails to pay the draft.

8. Banks and Banking (§ 127*)—Title to Draft Deposited Not Affected by Restrictive Form of Bank's Indorsement.—A bank's title to a draft deposited as cash and placed to the credit of the depositor was not affected by the form of its indorsement, which stated that it indorsed solely for collection, and that it did not guarantee the title, possession, delivery, quantity, quality, or condition of the goods covered by an attached bill of lading.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 263; 14 Va.-W. Va. Enc. Dig. 144.]

9. Appeal and Error (§ 1175 (5*))—On Reversal Courts Will Render Judgment Where Facts Are Duly Developed.—Under Code 1919, § 6365, requiring the appellate court to enter such judgment as to it seems right and proper, and providing that civil cases shall be remanded for new trial, except where the ends of justice require it, the court, on reversing a judgment, will enter judgment for appellant, where the facts are fully before the court, and there is no reason to suppose that any new or different evidence might be introduced affecting the result.

Error to Circuit Court of City of Richmond.

Action by W. G. Bragg against W. F. Covington, in which the Fourth National Bank of Montgomery, Ala., intervened. Judgment for plaintiff, and intervener brings error. Reversed, and judgment entered for the intervener.

George Bryan, of Richmond, for plaintiff in error.

A. H. Sands, of Richmond, for defendant in error.

HEEKE v. ALLAN et al.

March 18, 1920.

[102 S. E. 655.]

1. Specific Performance (§ 121 (3*))—Evidence Held to Show Title in Plaintiff Vendor.—In vendor's action for specific performance, evi-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.